

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

KENNETH MARK BURTON as the Administrator
of the Estate of FRANKLIN RAMOS SANCHEZ,
MADGA LILIANA MARTINEZ ACOSTA,
Individually and as m/n/g of F.N.R.M., an Infant, and
FRANCY TATIANA RAMOS MARTINEZ,

Plaintiffs,

v.

UNITED STATES OF AMERICA, ANTHONY
BUSSANICH, M.D., ROBERT BEAUDOUIN,
M.D., YSMAEL JOAQUIN, MLP, NURSE
TERRANCE THOMAS, OPERATIONS
LIEUTENANT KIMBERLY SHIVERS,
OPERATIONS LIEUTENANT LORENZO
BARAZZA, HOUSING UNIT OFFICER QUENTIN
HOLZENDORF, HOUSING UNIT OFFICER
GERALD CASTILLO, HOUSING UNIT OFFICER
SHAADIQ SHAKIR, HOUSING UNIT OFFICER
ROSALIND SILVIA, SENIOR OFFICER WILSON
SILVA, BOP JOHN DOE SUPERVISOR 1, and
JOHN/JANE DOES Nos. 1-5,

Defendants.

No. 18 Civ. 2039 (JLR) (SDA)

**NOTICE OF UNOPPOSED
MOTION**

PLEASE TAKE NOTICE that, upon the Declaration of Kenneth Mark Burton and the Declaration of Elena L. Cohen, Plaintiffs respectfully move this Court for an order:

- (1) approving as just, fair, and reasonable the total proposed settlement amount of one million nine hundred ninety-nine thousand nine hundred ninety-nine dollars (\$1,999,999.00), inclusive of all costs, disbursements and attorneys' fees (the "Settlement Amount");
- (2) approving the settlement with the United States, as set forth in Exhibit A to the Proposed Order, and authorizing and requiring Kenneth Mark Burton, as administrator

- of the Estate, to sign the Settlement Agreement and any other documents necessary to consummate the settlement, and ratifying his signature on the Settlement Agreement on behalf of the Estate;
- (3) distributing the Settlement Amount according to the terms and conditions of the Settlement Agreement; and
- (4) ordering, pursuant to New York Estates Powers and Trusts Law § 5-4.6(a), that upon submission to this Court of proof of filing of a petition for allocation in the New York County Surrogate's Court on behalf of Franklin Ramos Sanchez's Estate, Plaintiffs' attorneys, Cohen Green PLLC and the Law Office of Gideon Orion Oliver, may draw checks for the following out of the total Settlement Amount:
- (a) The sum of \$487,345.56 for legal fees in connection with representing Plaintiffs in this matter. The Court finds that these attorneys' fees are fair and reasonable and do not exceed the statutory maximum of twenty-five percent allowed under the Federal Tort Claims Act, 28 U.S.C. § 2678 and
- (b) The sum of \$50,616.75 for their costs and for the reimbursement of disbursements and expenditures properly made on Plaintiffs' behalf;
- (5) ordering that the balance of the settlement, to wit one million four hundred sixty-two thousand thirty-six dollars and sixty-nine cents (\$1,462,036.69), shall be paid to Plaintiffs' counsel to hold in an interest-bearing escrow account until such time as the New York County Surrogate's Court has issued an order apportioning and distributing the balance of the settlement proceeds; and
- (6) ordering that this Court shall not retain jurisdiction of this matter, and that Plaintiffs, upon final execution of the Settlement Agreement and after payment of the Settlement Amount by the United States, shall immediately cause to be filed with the Court a

dismissal of the action in its entirety with prejudice, with each party bearing its own costs, expenses and fees.

PLEASE TAKE FURTHER NOTICE that Defendants do not oppose this motion.

Dated: July 17, 2025
New York, New York

Respectfully submitted,

COHEN&GREEN P.L.L.C.

By: 
Elena L. Cohen

1639 Centre Street, Suite 216
Ridgewood (Queens), NY 11385
t: (929) 888-9650
f: (929) 888-9457
e: elena@femmelaw.com